

V. A

City Council Meeting
Springfield, South Dakota
June 5, 2023

The regular meeting of the City Council was held on June 5, 2023, at 6:32pm at the CSC. The meeting was called to order by Mayor Kostal. The Pledge of Allegiance was spoken. Roll Call: Burch, Cvrk, Loukota, Mueller and Mayor Kostal were present. Councilman Walpole was absent. Also present, Finance Officer Larson, *Springfield Times* Reporter Bochman, Attorney Johnson, Officer Quedensley and Reinold Pinkelman.

Executive Session: Cvrk moved, Burch second to enter into executive session for personnel and legal matters at 6:33pm. All present voted in favor, Walpole absent, motion carried.

Mayor Kostal declared the council out of executive session at 7:33pm. Actions from executive session: Burch moved, Cvrk second to grant July 3rd as a paid holiday for city employees. All present voted in favor, Walpole absent, motion carried. Mueller moved, Burch second to increase the finance officer annual salary to \$55,000.00 effective July 1, 2023. All present voted in favor, Walpole absent, motion carried. Larson will also be considered off probation effective July 1, 2023. Burch moved, Cvrk second to cover 50% of medical expenses for Police Chief Magee incurred while in the line of duty. All present voted in favor, Walpole absent, motion carried.

Public Hearing: Cvrk moved, Loukota second to approve building variance to Darrell (Buck) Smith. All present voted by roll call in favor, Walpole absent, motion carried. Cvrk moved, Burch second to approve building variance to Tim and Sandy Einrem. All present voted by roll call in favor, Walpole absent, motion carried.

Approval of the Agenda: Cvrk moved, Burch second to approve the agenda with changes. All present voted in favor, Walpole absent, motion carried.

Approval of the Minutes: Mueller moved, Cvrk second to approve the minutes of the May 1, 2023, regular meeting. All present voted in favor, Walpole absent, motion carried.

Approval of Claims: Cvrk moved, Loukota second to approve the claims. All voted in favor; motion carried. A-Ox, supplies, 38.37; Appeara, supplies, 103.43; Arrow Mfg, supplies, 125.40; AT&T, service, 325.38; B-Y Electric, service, 107.00; B-Y Water, service, 40.00; Barco, supplies, 966.63; Berendsen Plumbing, service, 137.70; Bomgaar's, supplies, 107.98; Carhart Lumber, field chalk, 719.52; CFC, supplies, 418.75; Chase Pest Service, service, 100.00;

City of Springfield, postage, 25.03; Colonial Research, supplies, 581.01; Connecting Point, services, 396.75; Amy Cooper, supplies, 309.56; Chapin Cooper, mileage reimbursement, 81.25; Core & Main, supplies, 6334.14; Niki DeFries, coach, 300.00; DGR Engineering, airport, 16792.63; Dan Krier, supplies, 21.26; Doug's Food Center, supplies, 478.00; Dust-Tex Service, service, 36.14; First Savings Bank, Larson credit card, 282.18; First Savings Bank, Lee credit card, assoc. fees, 68.90; First Savings Bank, bond fees, 5000.00; General Repair Service, parts, 199.94; Goldenwest, utilities, 845.52; Grainger, supplies, 148.96; Harve's Sport Shop, supplies, 27.00; Hawkins Inc, supplies, 30.00; JCL Solutions, supplies, 393.82; Kaiser's, supplies, 224.93; Kaul's, service, 679.26; Sam Knoll, supplies, 98.36; Scott Kostal, supplies, 213.06; Ranessa Kracht, coach, 300.00; Leaf, service, 128.79; Luke Repair, services, 530.17; Doug Magee, supplies, 259.29; MC&R Pools, supplies, 273.65; Menards (Yankton), supplies, 453.04; Menards (Mitchell), supplies, 559.79; Mitchell Parks, WSI training, 545.00; Kelly Namminga, supplies, 270.19; Northwestern, electricity, 5607.82; NSU, library institute, 138.60; Bruce Odens, water deposit refund, 150.00; One Source, copies, 40.69; Ortscheid Estate, water deposit refund, 75.00; Peterson Electric, service, 224.40; Physicians Claims Company, Apr 2023 Amb Billing, 322.48; Joe Pruss, meals, 14.00; Public Health Lab, testing, 40.00; Quill, supplies, 1081.10; Schoenfish & Co, annual report, 2350.00; SD DOH, refund, 622.80; SD DOR, sales tax, 26.26; SDML, registration, 60.00; Brooke Slade, coach & supplies, 378.56; Sodexo, library institute meals, 129.44; SPN, engineer fees, 25296.47; Pearline Stanley, water deposit refund, 150.00; Tyndall Ace, supplies, 239.42; Water & Environmental, testing, 134.00; Williams Sanitation, garbage, 253.00. Payroll deductions: SD Retirement System 3925.80; Principal Life Insurance 51.29; Avera Health Plans 5884.72; Supplemental Retirement 205.00; Colonial Life, 232.17; First Savings Bank 7947.40. Payroll by department: GENERAL-Mayor/Council 1100.00; Finance Office 4636.67; Police 8069.59; Streets 2960.72; Airport 870.80; Ambulance 1544.30; Parks 2568.80; Pool 730.75; Ball 900.00; Library 567.00; WATER 9090.50; SEWER 5475.97.

Finance Officer's Report: Mueller moved, Cvrk second to approve the Finance Officer's Report. All present voted in favor, Walpole absent, motion carried.

Donations: Mueller moved, Cvrk second to approve 40.00 library donation from private citizen, 140.00 police donation from private citizen and 100.00 pool donation from private citizen.

Public Comments: There were no public comments.

Correspondence: Recognition to the City by DANR for outstanding water system operations and environmental compliance with state

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drink water standards for the 2022 year. Notice from the Springfield Historical Society that they will be holding a quilt raffle from June 3 through August 26.

Mayor and Finance Officer Report: Water Plant Update -ClearWell has passed the vacuum test and is currently being buried. Fiber optic line hit causing telephone outages for a short time. The swimming pool opened May 26th and is off to a good start. Streets/Utilities - Elm, Pine and 11th Street project (EP11) work is underway demoing Elm and 11th. Pothole repairs and mowing continue. Airport - Virtual kickoff meeting to be held on June 20th at 3:00pm with various survey teams at the airport throughout the summer. GFP - Recreation Area pavement work begins June 12th and is a three-week project. Walnut and 8th Street chip seal in July. Ambulance - New lifepak was received and training at June meeting. Annual ambulance inspection was submitted to the state. Fire Department - Conducted a joint education event with Ambulance and Police Department at the end of school. Committee working to distribute free smoke alarms. Police - handled four speeding tickets, two welfare checks, one domestic, two DUI's, two dogs given 24 hours to be removed from town warnings, three dogs at large and two ambulance calls. Reminder that unlicensed people cannot drive golf carts or four-wheelers and to license dogs and golf carts. Library - Library board held a quarterly meeting on May 22nd with the next scheduled for September 25th. Attended regional training in Mitchell and the Library Institute in June. Story Time will begin on June 14th at 10:00am continuing every Wednesday in June and into July. Finance Office - Kim Schelske has been hired for summer mowing with Leah Whittington and Chandra Jelsma as summer janitors. Budget training to be held on June 28th in Sioux Falls. Looking into troubleshooting FuelMaster system. Mayor - Mayor Kostal spoke on the housing infrastructure grants likely to open in July. City's housing study is to be completed this fall. Transition to VOIP to happen the later part of June. Project Boundary Fence through DSU runs June 6th-16th. There have been a significant number of building permits issued. Office is working a revised permit form with a 811 locate required prior to permit issue.

WTP Update: WTP Feimer Pay Application #4, \$558,690.79 - Cvrk moved, Burch second to approve the WTP Feimer Pay Application #4. All present voted in favor, Walpole absent, motion carried. ClearWell Feimer Pay Application #1, \$294,737.50 - Mueller moved, Cvrk second to approve the ClearWell Feimer Pay Application #1. All present voted in favor, Walpole absent, motion carried. Water Tower Pay Application #2, \$6960.00 - Burch moved, Mueller second to approve the Champion Tank Service Pay Application #2 for retainage. All present voted in favor, Walpole absent, motion carried.

Old Business: None.

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New Business: The third submission application is under review for the 11th and Ash Street Improvement Project. It is now Phase 4 of a multiphase utility and drainage project. Submission date is July 15th and will be at July 6th meeting for final approval. Current ordinance book and amendments were submitted to American Legal Publishing. The result is ready for council review and action with the first reading at the July 6th meeting. Approve fireworks permit for 2023-2025 for Class B fireworks for the Chamber of Commerce 4th of July celebration. Cvrk moved, Mueller second to approve fireworks permit for the 4th of July celebration. All present voted in favor, Walpole absent, motion carried. Fire dept will again conduct inspections for all firework stands within city limits. City fireworks discharge ordinance states fireworks may be discharged between 7am and 11pm between June 27th and July 5th, except July 4th when the discharge time is extended to 12am. It is unlawful to discharge on main Street from Walnut to Pine Streets and in any city park. Request to sign the Statement of Extension for current District III membership. Burch moved, Loukota second to approve 2024 SDML District III membership fees. All present voted in favor, Walpole absent, motion carried.

Other Business: None.

Adjournment: Burch moved, Mueller second to adjourn. All present voted in favor, Walpole absent, motion carried. Meeting adjourned at 8:46pm.

Scott L. Kostal
Mayor

Amanda Larson
Finance Officer
Published one time at an approximate cost of _____

HR and Finance Officer school - June 6-9, 2023. City offices and departments will be closed Monday, June 19, 2023 for Juneteenth Day and Monday, July 3 through Tuesday, July 4, 2023 for Independence Day. Next regular meeting will be Thursday, July 6, 2023 at 6:30pm in the Community Service Center.

City Council Meeting
Springfield, South Dakota
June 14, 2023

A special meeting of the City Council was held on June 14, 2023, at 5:02pm at the CSC. The meeting was called to order by Mayor Kostal. The Pledge of Allegiance was spoken. Roll Call: Burch, Cvrk, Loukota, Mueller and Mayor Kostal were present. Finance Officer Larson was also present.

Executive Session: Cvrk moved, Mueller second to enter into executive session for personnel at 5:04pm. All present voted in favor, motion carried.

Mayor Kostal declared the council out of executive session at 5:14pm. Actions from executive session: Mueller moved, Cvrk second to accept the stepping down of Councilman Walpole. All present voted in favor, motion carried.

Discussion followed concerning parks and the capital infrastructure planning timeline.

Other Business: None.

Adjournment: Loukota moved, Cvrk second to adjourn. All present voted in favor, motion carried. Meeting adjourned at 5:36pm.

Scott L. Kostal
Mayor

Amanda Larson
Finance Officer
Published one time at an approximate cost of _____

City offices and departments will be closed Monday, June 19, 2023 for Juneteenth Day, Wednesday, June 28 for budget training in Sioux Falls, Thursday, June 29 for end-of-month work and Monday, July 3 through Tuesday, July 4, 2023 for Independence Day. Next regular meeting will be Thursday, July 6, 2023 at 6:30pm in the Community Service Center.

V.D.a.

CITY OF SPRINGFIELD Phone 369-2309 Springfield, SD 57062		(0) 32842
RECEIVED O. <u>Private Individual</u>		Date <u>6-14</u> 20 <u>23</u>
<u>One Hundred Forty & 00/100</u>		Dollars \$ <u>140.00</u>
For <u>\$140.00 Pool Donation 101-00-367.00</u>		
Amount Paid \$ <u>140.00</u>		CITY OF SPRINGFIELD
THANK YOU By <u>[Signature]</u>		
Cash <input type="checkbox"/> Check <input checked="" type="checkbox"/> 1733		Municipal Finance Officer

Notice of Citizen Participation Hearing

To comply with Community Development Block Grant requirements, the City of Springfield will hold a citizen participation hearing at 6:30 PM on July 6, 2023 at the Springfield City Hall. The purpose of the hearing is to give the public the opportunity to comment on the progress of the Springfield Water Plant Project. The meeting is open to the public and interested persons are encouraged to ask any questions or express any concerns they may have regarding the project. For more information, please contact the city office at 369-2309.

Amanda Larson, Finance Officer

Please bill all costs and provide an Affidavit of Publication to the City of Springfield

IX. B.

Com

Contractor's Application for Payment

Application No.:

Five

Owner: City of Springfield, SD Engineer's Project No.: 15627
 Engineer: SPN and Associates
 Contractor: Feimer Construction
 Project: Water Treatment Plant

Application Date: June 20, 2023

Application Period: From May 20, 2023 to June 17, 2023

1. Original Contract Price	\$ 7,321,476.00
2. Net change by Change Orders	\$ 1,185,321.88
3. Current Contract Price (Line 1 + Line 2)	\$ 8,506,797.88
4.a Total Work Completed	\$ 1,001,244.52
4.b Materials Stored to Date	\$ 543,382.71
4.c Less Value of Non-conforming Work	
5. Retainage	
a. 5% X \$ 1,544,627.23 Work & Materials	\$ 77,231.36
b. X Work & Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 77,231.36
6. Amount eligible to date (Line 4.a + 4.b- 4.c - Line 5.c)	\$ 1,467,395.87
7. Less previous payments (Line 6 from prior application)	\$ 1,299,793.07
8. Amount due this application	\$ 167,602.80
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 7,039,402.01

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Approval

Signature: _____ Date: _____

Recommended by Engineer

Approved by Owner

By: _____
 Title: Project Engineer
 Date: _____

By: _____
 Title: Mayor
 Date: _____

Approved by Funding Agency

By: _____
 Date: _____

Title: _____

APPLICATION NUMBER: Five

PROJECT: Water Treatment Plant

OWNER: City of Springfield, SD

PROJECT NUMBER(s): 15627

INCLUDES CHANGE ORDER(S): One

DATE OF ESTIMATE: June 20, 2023

CONTRACTOR:

Feimer Construction

PERIOD FROM: May 20, 2023

TO: June 17, 2023

Approximate total amount of payment earned: 17.2%

BID SCHEDULE A:			AS APPROVED TO DATE				INSTALLED THIS PERIOD:			INSTALLED TO DATE:			BALANCE TO INSTALL		
			QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE			
ITEM	DESCRIPTION														
1	Mobilization		1 LS		\$650,000.00	\$650,000.00	LS			10% LS	\$65,000.00	90% LS		\$585,000.00	
2	Project Sign		1 EA		\$3,500.00	\$3,500.00	EA			1 EA	\$3,500.00	EA			
3	Miscellaneous Removals (Fences, Walls, Valve Boxes, Manholes, Pipe, Concrete and Related Items)		1 LS		\$10,000.00	\$10,000.00	50% LS	\$5,000.00		50% LS		50% LS		\$5,000.00	
4	Partially Remove Clear Well and Backfill		1 LS		\$10,000.00	\$10,000.00	LS			LS		1 LS		\$10,000.00	
5	Tree Removal and Disposal		1 LS		\$10,000.00	\$10,000.00	50% LS	\$5,000.00		50% LS	\$5,000.00	50% LS		\$5,000.00	
6	Remove and Salvage for Owner Chain Linked Fence		LF		\$18.00		LF			LF		LF			
7	10" Raw Water Pipe		457 LF		\$100.00	\$45,700.00	LF			LF		457 LF		\$45,700.00	
8	10" Water Pipe		LF		\$110.00		LF			LF		LF			
9	8" Water Pipe		44 LF		\$115.00	\$5,060.00	44 LF	\$5,060.00		44 LF	\$5,060.00	LF			
10	10" Drain Pipe		74 LF		\$50.00	\$3,700.00	LF			LF		74 LF		\$3,700.00	
11	8" Drain Pipe		431 LF		\$40.00	\$17,240.00	LF			LF		431 LF		\$17,240.00	
12	4" Drain Pipe		74 LF		\$28.00	\$2,072.00	LF			LF		74 LF		\$2,072.00	
13	4" Sanitary Service with Wye and Connections to 8" Sewer Main		1 LS		\$1,250.00	\$1,250.00	LS			LS		1 LS		\$1,250.00	
14	Drain Manhole		2 EA		\$5,000.00	\$10,000.00	EA			EA		2 EA		\$10,000.00	
15	Manhole Access Tee		1 EA		\$8,750.00	\$8,750.00	EA			EA		1 EA		\$8,750.00	
16	8" Tee		1 EA		\$1,750.00	\$1,750.00	EA			EA		1 EA		\$1,750.00	
17	10" 90° Bend		EA		\$1,350.00		EA			EA		EA			
18	8" 45° Bend		1 EA		\$850.00	\$850.00	1 EA	\$850.00		1 EA	\$850.00	EA			
19	10" 22.5° Bend		EA		\$1,100.00		EA			EA		EA			
20	10" 45° Bend		2 EA		\$1,100.00	\$2,200.00	EA			EA		2 EA		\$2,200.00	
21	10" x 8" Reducer		EA		\$1,075.00		EA			EA		EA			
22	8" Connection to Water Main		2 EA		\$1,000.00	\$2,000.00	EA			EA		2 EA		\$2,000.00	
23	36" Storm Sewer		47 LF		\$325.00	\$15,275.00	LF			LF		47 LF		\$15,275.00	
24	48" Storm Sewer		181 LF		\$400.00	\$72,400.00	LF			LF		181 LF		\$72,400.00	
25	Plant Under Floor Drain Piping		1 LS		\$90,000.00	\$90,000.00	60% LS	\$54,000.00		60% LS	\$54,000.00	40% LS		\$36,000.00	
26	Plant Under Floor Water Piping		1 LS		\$50,000.00	\$50,000.00	60% LS	\$30,000.00		60% LS	\$30,000.00	40% LS		\$20,000.00	
27	Plant Building with Concrete, Finishes and Related Items		1 LS		\$1,350,000.00	\$1,350,000.00	2% LS	\$27,000.00		2% LS	\$27,000.00	98% LS		\$1,323,000.00	
28	Building Plumbing		1 LS		\$275,000.00	\$275,000.00	LS			LS		1 LS		\$275,000.00	
29	Building Electrical		1 LS		\$392,000.00	\$392,000.00	LS			18% LS	\$70,560.00	82% LS		\$321,440.00	
30	Automatic Stand-By Generator		1 LS		\$260,000.00	\$260,000.00	LS			LS		1 LS		\$260,000.00	
31	Building HVAC		1 LS		\$500,000.00	\$500,000.00	LS			LS		1 LS		\$500,000.00	
32	Install Assigned Equipment		1 EA		\$100,000.00	\$100,000.00	EA			EA		1 EA		\$100,000.00	
33	Furnish Davit Crane with Wheel Base		1 EA		\$8,750.00		EA			EA		1 EA		\$8,750.00	
34	Process Piping, Valves, Fittings, Supports and Related Items		1 LS		\$600,000.00	\$600,000.00	LS			LS		1 LS		\$600,000.00	
35	Chemical Feed Systems		1 LS		\$45,500.00	\$45,500.00	LS			LS		1 LS		\$45,500.00	

LD.B.

BID SCHEDULE A, CONTINUED:		AS APPROVED TO DATE				INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
36	Concrete Curb and Gutter	335 LF		\$35.00	\$11,725.00	LF		LF		335 LF	\$11,725.00
37	6" Concrete Approach Pavement	775 SY		\$115.00	\$89,125.00	SY		SY		775 SY	\$89,125.00
38	Concrete Fillet Section	10 SY		\$130.00	\$1,300.00	SY		SY		10 SY	\$1,300.00
39	Site Grading - Fill Material	7975 CY		\$18.00	\$143,550.00	CY		CY		7,975 CY	\$143,550.00
40	Site Grading - Cut Material	3370 CY		\$9.00	\$30,330.00	CY		CY		3,370 CY	\$30,330.00
41	Gravel Surfacing or Base Course	1340 TN		\$22.50	\$30,150.00	TN		TN		1,340 TN	\$30,150.00
42	Asphalt Surfacing	240 TN		\$250.00	\$60,000.00	TN		TN		240 TN	\$60,000.00
43	Topsoil, Seed, Fertilize & Mulch	1 LS		\$25,000.00	\$25,000.00	LS		LS		1 LS	\$25,000.00
44	Intake Screen, Structure, Shroud and Related Items	1 LS		\$231,000.00	\$231,000.00	LS		LS		1 LS	\$231,000.00
45	Pipeline Concrete Weights and Anchors	1 LS		\$71,280.00	\$71,280.00	LS		LS		1 LS	\$71,280.00
46	10" Site Piping	LF		\$2,950.00		LF		LF		LF	
47	10" Cross	EA		\$9,500.00		EA		EA		EA	
48	10" Tee	EA		\$9,250.00		EA		EA		EA	
49	10" 90° Bend	EA		\$5,500.00		EA		EA		EA	
50	10" 45° Bend	EA		\$5,500.00		EA		EA		EA	
51	10" 11.25° Bend	EA		\$5,500.00		EA		EA		EA	
52	10" x 12" Reducer	EA		\$5,500.00		EA		EA		EA	
53	Connect to 12" Pipe	EA		\$27,500.00		EA		EA		EA	
54	10" Gate Valve with Box	EA		\$17,600.00		EA		EA		EA	
55	Raw Water Line into River	168 LF		\$4,495.00	\$755,160.00	LF		LF		168 LF	\$755,160.00
56	3" Drain Pipe	30 LF		\$50.00	\$1,500.00	LF		LF		30 LF	\$1,500.00
57	2" Pipe into the River	181 LF		\$280.00	\$50,680.00	LF		LF		181 LF	\$50,680.00
58	1" Chemical Feed Pipe into the River	192 LF		\$200.00	\$38,400.00	LF		LF		192 LF	\$38,400.00
59	Furnish and Install Intake Manhole	1 LS		\$110,000.00	\$110,000.00	60% LS	\$66,000.00	60% LS	\$66,000.00	40% LS	\$44,000.00
60	Furnish and Install Intake Pumps	2 EA		\$27,500.00	\$55,000.00	EA		EA		2 EA	\$55,000.00
61	Chemical Feed System	1 LS		\$30,000.00	\$30,000.00	LS		LS		1 LS	\$30,000.00
62	Furnish and Install Air Supply System	1 LS		\$35,420.00	\$35,420.00	LS		LS		1 LS	\$35,420.00
63	Interior Piping, Valves, Fittings and Appurtenances	1 LS		\$90,000.00	\$90,000.00	LS		LS		1 LS	\$90,000.00
64	Building with Concrete Footings, Floor, Finishes and Related Items	1 LS		\$205,000.00	\$205,000.00	LS		LS		1 LS	\$205,000.00
65	6" Concrete Approach Pavement	78 SY		\$115.00	\$8,970.00	SY		SY		78 SY	\$8,970.00
66	Building Electrical	1 LS		\$100,000.00	\$100,000.00	LS		LS		1 LS	\$100,000.00
67	Building HVAC	1 LS		\$52,000.00	\$52,000.00	LS		LS		1 LS	\$52,000.00
68	Silt Fence	140 LF		\$8.00	\$1,120.00	LF		LF		140 LF	\$1,120.00
69	Bank Riprap	70 TN		\$100.00	\$7,000.00	TN		TN		70 TN	\$7,000.00
70	Fabric Filter for Riprap	125 SY		\$10.00	\$1,250.00	SY		SY		125 SY	\$1,250.00
Total for Bid Schedule A							\$192,910.00		\$331,970.00		\$6,445,987.00

18.B.

AS APPROVED TO DATE			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
	UNIT	APPROVED	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
EXTRA ITEMS FOR CHANGE ORDER 1								
CO1	1 LS	\$7,000.00	50% LS	\$3,500.00	50% LS	\$3,500.00	50% LS	\$3,500.00
CO2	1 LS	\$15,000.00	60% LS	\$9,000.00	60% LS	\$9,000.00	40% LS	\$6,000.00
CO3	1 LS	\$15,000.00	50% LS	\$7,500.00	50% LS	\$7,500.00	50% LS	\$7,500.00
Total Extra Items for CO 1		\$37,000.00		\$20,000.00		\$20,000.00		\$17,000.00
Total for Bid Schedule A with CO 1		\$6,740,957.00		\$172,910.00		\$311,970.00		\$6,428,987.00

Change Order Number One (Assignment of Equipment Contract)

Change Order Number One (Assignment of Equipment Contract)											
Pay Schedule A			APPROVED			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
1	Taxes, Bonding and Related Costs	1 LS		\$122,789.50	\$122,789.50	LS		39% LS	\$47,887.91	61% LS	\$74,901.60
2	Delivery (70% Procurement Equipment)	1 LS		\$1,066,520.00	\$1,066,520.00	LS		50% LS	\$533,260.00	50% LS	\$533,260.00
3	Commissioning (10% Procurement Equipment)	1 LS		\$152,360.00	\$152,360.00	LS		LS		1 LS	\$152,360.00
4	On-Site Training and Commissioning	1 LS		\$55,820.00	\$55,820.00	LS		LS		1 LS	\$55,820.00
5	Annual Service Contract	1 LS		\$16,500.00	\$16,500.00	LS		LS		1 LS	\$16,500.00
Total Pay Schedule A					\$1,413,989.50				\$581,147.91		\$832,841.60
Procurement Change Order 2											
PCO1	Shop Drawings (20% Items CO1-CO5)	1 LS		\$21,575.05	\$21,575.05	LS		100% LS	\$21,575.05	LS	
PCO2	Delivery (70% Items CO1-CO5)	1 LS		\$75,512.67	\$75,512.67	LS		50% LS	\$37,756.33	50% LS	\$37,756.33
PCO3	Commissioning (10% Items CO1-CO5)	1 LS		\$10,787.52	\$10,787.52	LS		LS		1 LS	\$10,787.52
Total Extra Items for CO 2					\$107,875.24				\$59,331.38		\$48,543.86
Total for Procurement Pay Schedule A with CO 2					\$1,521,864.74				\$640,479.29		\$881,385.45
Pay Schedule B			APPROVED			INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
B 1	Shop Drawings (20% Items B1-B12)	1 LS		\$48,795.23	\$48,795.23	LS		100% LS	\$48,795.23	LS	
B 2	Delivery (70% Items B1-B12)	1 LS		\$170,783.30	\$170,783.30	LS		LS		1 LS	\$170,783.30
B 3	Commissioning (10% Items B1-B12)	1 LS		\$24,397.61	\$24,397.61	LS		LS		1 LS	\$24,397.61
Total Pay Schedule B					\$243,976.14				\$48,795.23		\$195,180.91
Total for Procurement Pay Schedule A and B					\$1,765,840.88				\$689,274.52		\$1,076,566.37
Total for Bid Schedule A and Procurement Schedules					\$8,506,797.88		\$172,910.00		\$1,001,244.52		\$7,505,553.37

ITEMIZED LISTING OF MATERIALS STORED ON SITE

APPLICATION NUMBER: Five
 PROJECT: Water Treatment Plant
 OWNER: City of Springfield, SD
 PROJECT NUMBER: 15627
 INCLUDES CHANGE ORDER #: One

DATE OF ESTIMATE: June 20, 2023
 PERIOD FROM: May 20, 2023
 TO: June 17, 2023
 CONTRACTOR: Feimer Construction

SUMMARY OF INVOICED COSTS FOR MATERIALS STORED ON SITE:

PA #	VENDOR	INVOICE DATE	INVOICE NO.	ITEM DESCRIPTION	INVOICED VALUE	ESTIMATED % COMPLETE	ESTIMATED VALUE REMAINING IN
1	Crescent Electric	12/8/2022	S510939626.008	Switch Gear	\$299.16		\$299.16
1	Crescent Electric	12/8/2022	S510939626.006	Switch Gear	\$910.50		\$910.50
1	Crescent Electric	12/8/2022	S510939626.004	Switch Gear	\$5,515.18		\$5,515.18
1	Crescent Electric	12/8/2022	S510939626.003	Switch Gear	\$429.03		\$429.03
2	Crescent Electric	12/3/2022	S510939627.002	Switch Gear	\$2,066.00		\$2,066.00
2	Crescent Electric	1/18/2023	S510939626.012	Switch Gear	\$147.56		\$147.56
2	Crescent Electric	1/18/2023	S510939626.011	Switch Gear	\$308.75		\$308.75
2	Crescent Electric	1/30/2023	S510939626.016	Switch Gear	\$2,621.89		\$2,621.89
2	Echo Group	1/31/2023	S009869527.002	Lighting	\$1,655.34		\$1,655.34
2	Echo Group	1/27/2023	S009869528.002	Lighting	\$3,430.86		\$3,430.86
2	Echo Group	3/3/2023	S009869527.006	Lighting	\$507.96		\$507.96
2	Echo Group	2/22/2023	S009869528.004	Lighting	\$2,003.05		\$2,003.05
2	Echo Group	2/15/2023	S009869527.004	Lighting	\$752.89		\$752.89
2	Crescent Electric	2/15/2023	S510939625.001	Switch Gear	\$1,939.52		\$1,939.52
2	Crescent Electric	2/14/2023	S510939626.018	Switch Gear	\$137.86		\$137.86
2	Mechanical Sales SD Inc	2/10/2023	5291	HVAC Equipment	\$12,034.50		\$12,034.50
2	Kaiser Heating & Cooling	3/16/2023	74296	HVAC Equipment	\$422.50		\$422.50
3	Kaiser Heating & Cooling	3/16/2023	5414	HVAC Equipment	\$16,933.50		\$16,933.50
3	Kaiser Heating & Cooling	2/22/2023	5443	HVAC Equipment	\$18,105.00		\$18,105.00
4	Echo Group	3/10/2023	S009869527.008	Lighting	\$414.98		\$414.98
4	Crescent Electric	3/8/2023	S510939626.020	Switch Gear	\$22.51		\$22.51
4	Welf Construction	5/5/2023	-	Rebar	\$37,500.00		\$37,500.00
4	Welf Construction	5/5/2023	-	Building	\$280,400.00		\$280,400.00
4	Core and Main	4/27/2023	S340542	10" DIP	\$46,701.95		\$46,701.95
4	Core and Main	4/28/2023	R858159	Access Hatches and Ladder	\$4,104.51		\$4,104.51
4	Core and Main	4/28/2023	S204998	Buried Pipe and Fittings	\$48,878.32		\$48,878.32
4	Core and Main	4/28/2023	S204998	Flanged Pipe and Fittings	\$33,715.25		\$33,715.25
4	Core and Main	4/28/2023	S642185	Buried Pipe and Fittings	\$7,040.70		\$7,040.70
4	Core and Main	4/28/2023	S642185	Flanged Pipe and Fittings	\$10,869.44		\$10,869.44
5	Kaiser Heating & Cooling	6/13/2023	S-68007	HVAC Equipment	\$3,514.00		\$3,514.00
Total					\$543,382.71		\$543,382.71
Total added this pay period or removed from storage due to installation					\$3,514.00		\$3,514.00

IX. c.

COPY

Contractor's Application for Payment

Application No.: **Two**

Owner:	City of Springfield, SD	Engineer's Project No.:	15627
Engineer:	SPN and Associates		
Contractor:	Feimer Construction		
Project:	Modular Clear Well		

Application Date: June 20, 2023

Application Period: From May 20, 2023 to June 17, 2023

1. Original Contract Price	\$ 497,900.00
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 497,900.00
4.a Total Work Completed	\$ 413,176.24
4.b Materials Stored to Date	\$ -
4.c Less Value of Non-conforming Work	
5. Retainage	
a. 5% X \$ 413,176.24 Work & Materials	\$ 20,658.81
b. X Work & Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 20,658.81
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$ 392,517.43
7. Less previous payments (Line 6 from prior application)	\$ 294,737.50
8. Amount due this application	\$ 97,779.93
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 105,382.57

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Approval

Signature: _____ Date: _____

Recommended by Engineer

Approved by Owner

By: _____
 Title: Project Engineer
 Date: _____

By: _____
 Title: Mayor
 Date: _____

Approved by Funding Agency

By: _____
 Date: _____

Title: _____

IX. C.

APPLICATION NUMBER: Two
PROJECT: Modular Clear Well
OWNER: City of Springfield, SD
PROJECT NUMBER(s): 15627
INCLUDES CHANGE ORDER(s): -

DATE OF ESTIMATE: June 20, 2023
PERIOD FROM: May 20, 2023
TO: June 17, 2023

CONTRACTOR:
Feimer Construction

Approximate total amount of payment earned: 83%

BID SCHEDULE A:		AS APPROVED TO DATE					INSTALLED THIS PERIOD:			INSTALLED TO DATE:			BALANCE TO INSTALL	
		QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE			
ITEM	DESCRIPTION													
1	Mobilization	1	LS	\$30,000.00	\$30,000.00	25% LS	\$7,500.00	100% LS	\$30,000.00	LS				
2	Precaste Concrete Chambers with Hatches, Ladders and Related Items	1	LS	\$320,000.00	\$320,000.00	20% LS	\$64,000.00	90% LS	\$288,000.00	10% LS			\$32,000.00	
3	Pipe, Fittings, Valves and Related Items	1	LS	\$85,000.00	\$85,000.00	6% LS	\$5,100.00	81% LS	\$68,850.00	19% LS			\$16,150.00	
4	Rock Bedding and Backfill	1,700	TN	\$37.00	\$62,900.00	711.52 TN	\$26,326.24	711.52 TN	\$26,326.24	988.48 TN			\$36,573.76	
Total for Bid Schedule A:					\$497,900.00		\$102,926.24		\$413,176.24				\$84,723.76	

VI. A.
COPY

Contractor's Application for Payment

Application No.: One

Owner: City of Springfield, SD Engineer's Project No.: 15935
 Engineer: SPN and Associates
 Contractor: Feimer Construction
 Project: 2022 Street and Water Improvements

Application Date: June 19, 2023

Application Period: From April 15, 2023 to June 17, 2023

1. Original Contract Price	\$ 710,271.75
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 710,271.75
4.a Total Work Completed	\$ 84,302.70
4.b Materials Stored to Date	\$ -
4.c Less Value of Non-conforming Work	
5. Retainage	
a. 10% X \$ 84,302.70 Work & Materials	\$ 8,430.27
b. X Work & Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 8,430.27
6. Amount eligible to date (Line 4.a + 4.b - 4.c - Line 5.c)	\$ 75,872.43
7. Less previous payments (Line 6 from prior application)	
Less amount paid to Wigen Directly in Pay App #2	
8. Amount due this application	\$ 75,872.43
9. Balance to finish, including retainage (Line 3 - Line 6)	\$ 634,399.32

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Approval

Signature: _____ Date: _____

Recommended by Engineer

By: _____
 Title: Project Engineer
 Date: _____

Approved by Owner

By: _____
 Title: Mayor
 Date: _____

Approved by Funding Agency

By: _____ Title: _____
 Date: _____

APPLICATION NUMBER: One
 PROJECT: 2022 Street and Water Improvements
 OWNER: City of Springfield, SD
 PROJECT NUMBER(s): 15935
 INCLUDES CHANGE ORDER(s):

DATE OF ESTIMATE: June 19, 2023
 PERIOD FROM: April 15, 2023
 TO: June 17, 2023

CONTRACTOR:
 Feimer Construction

Approximate total amount of payment earned: 11.9%

BID SCHEDULE A:		AS APPROVED TO DATE				INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL	
		QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE
ITEM	DESCRIPTION										
1	Mobilization - Bid Schedule "A"	1 LS		\$60,000.00	\$60,000.00	50% LS	\$30,000.00	50% LS	\$30,000.00	50% LS	\$30,000.00
2	Remove and Dispose of Concrete Curb and Gutter	87 LF		\$10.00	\$870.00	LF		LF		87 LF	\$870.00
3	Remove and Dispose of Asphalt Pavement (By Owner)	3,200 SY				SY		SY		3,200 SY	
4	Remove and Salvage Gravel Approach	616 SY		\$2.50	\$1,540.00	13 SY	\$32.50	13 SY	\$32.50	603 SY	\$1,507.50
5	Remove and Salvage Topsoil (Assumed 6" Depth)	635 SY		\$2.00	\$1,270.00	SY		SY		635 SY	\$1,270.00
6	Remove and Dispose of Sidewalk	11 SY		\$30.00	\$330.00	SY		SY		11 SY	\$330.00
7	Remove and Dispose Asphalt Approach (By Owner)	113 SY				SY		SY		113 SY	
8	Remove and Dispose of Culvert	88 LF		\$15.00	\$1,320.00	LF		LF		88 LF	\$1,320.00
9	Remove and Dispose of Fire Hydrant	1 EA		\$750.00	\$750.00	1 EA	\$750.00	1 EA	\$750.00	EA	
10	Remove and Dispose of Tree (2" Diameter)	1 EA		\$3,500.00	\$3,500.00	EA		EA		1 EA	\$3,500.00
11	Salvage and Reset Sign	2 EA		\$125.00	\$250.00	EA		EA		2 EA	\$250.00
12	Salvage and Reset Mailbox	3 EA		\$225.00	\$675.00	EA		EA		3 EA	\$675.00
13	Salvage Inlet Casting	2 EA		\$75.00	\$150.00	EA		EA		2 EA	\$150.00
14	Furnish and Install 12" PVC Water Main	75 LF		\$100.00	\$7,500.00	LF		LF		75 LF	\$7,500.00
15	Furnish and Install 6" PVC Water Main	1,199 LF		\$42.00	\$50,358.00	374 LF	\$15,708.00	374 LF	\$15,708.00	825 LF	\$34,650.00
16	Furnish and Install 6" MJ Gate Valve with Box	8 EA		\$1,850.00	\$14,800.00	3 EA	\$5,550.00	3 EA	\$5,550.00	5 EA	\$9,250.00
17	Furnish and Install 6" MJ Tee	5 EA		\$600.00	\$3,000.00	1 EA	\$600.00	1 EA	\$600.00	4 EA	\$2,400.00
18	Furnish and Install 12" x 12" x 6" MJ Tee	1 EA		\$1,150.00	\$1,150.00	EA		EA		1 EA	\$1,150.00
19	Furnish and Install 6" x 4" MJ Reducer	5 EA		\$450.00	\$2,250.00	EA		EA		5 EA	\$2,250.00
20	Furnish and Install 6" MJ 45 Degree Bend	2 EA		\$600.00	\$1,200.00	4 EA	\$2,400.00	4 EA	\$2,400.00	-2 EA	-\$1,200.00
21	Furnish and Install Fire Hydrant	3 EA		\$5,000.00	\$15,000.00	1 EA	\$5,000.00	1 EA	\$5,000.00	2 EA	\$10,000.00
22	Furnish and Install Tracer Wire Access Box with Ground Rod	3 EA		\$200.00	\$600.00	1 EA	\$200.00	1 EA	\$200.00	2 EA	\$400.00
23	Furnish and Install 6" x 2" Service Saddle with Corp Stop	1 EA		\$800.00	\$800.00	1 EA	\$800.00	1 EA	\$800.00	EA	
24	Furnish and Install 6" x 1" Service Saddle with Corp Stop	5 EA		\$400.00	\$2,000.00	4 EA	\$1,600.00	4 EA	\$1,600.00	1 EA	\$400.00
25	Furnish and Install 2" PE	34 LF		\$38.00	\$1,292.00	LF		LF		34 LF	\$1,292.00
26	Furnish and Install 1" PE	206 LF		\$22.00	\$4,532.00	169 LF	\$3,718.00	169 LF	\$3,718.00	37 LF	\$814.00
27	Furnish and Install 2" Curb Stop w/ Box	1 EA		\$975.00	\$975.00	EA		EA		1 EA	\$975.00
28	Furnish and Install 1" Curb Stop w/ Box	4 EA		\$500.00	\$2,000.00	4 EA	\$2,000.00	4 EA	\$2,000.00	EA	
29	Connect to Existing Water Service	6 EA		\$350.00	\$2,100.00	5 EA	\$1,750.00	5 EA	\$1,750.00	1 EA	\$350.00
30	Connect to Existing 12" AC Water Main	2 EA		\$2,500.00	\$5,000.00	EA		EA		2 EA	\$5,000.00
31	Connect to Existing 4" AC Water Main	5 EA		\$1,250.00	\$6,250.00	2 EA	\$2,500.00	2 EA	\$2,500.00	3 EA	\$3,750.00
32	Furnish and Install 2'x3' Type B Casting w/ Adjusting Rings	2 EA		\$825.00	\$1,650.00	EA		EA		2 EA	\$1,650.00
33	Unclassified Excavation	2,580 CY		\$15.00	\$38,700.00	430 CY	\$6,450.00	430 CY	\$6,450.00	2,150 CY	\$32,250.00
34	Excavation and Embankment	356 CY		\$18.00	\$6,408.00	CY		CY		356 CY	\$6,408.00
35	Asphalt Surface	1,030 TN		\$158.00	\$162,740.00	TN		TN		1,030 TN	\$162,740.00

XL.A.

BID SCHEDULE A, CONTINUED:			AS APPROVED TO DATE				INSTALLED THIS PERIOD:		INSTALLED TO DATE:		BALANCE TO INSTALL		
ITEM	DESCRIPTION		QUANTITY	UNIT	PRICE	APPROVED VALUE	QUANTITY	VALUE	QUANTITY	VALUE	QUANTITY	VALUE	
36	Gravel Base Course		3,190	TN	\$22.00	\$70,180.00	151.1	TN	\$3,324.20		3,038.9	TN	\$66,855.80
37	Temporary Gravel Surfacing		50	TN	\$22.00	\$1,100.00		TN			50	TN	\$1,100.00
38	Gravel Surfacing		70	TN	\$22.00	\$1,540.00		TN			70	TN	\$1,540.00
39	4" Concrete Sidewalk		99	SF	\$13.50	\$1,336.50		SF			99	SF	\$1,336.50
40	Concrete Curb and Gutter		1,554	LF	\$35.00	\$54,390.00		LF			1,554	LF	\$54,390.00
41	6" Concrete Approach		117	SY	\$100.00	\$11,700.00		SY			117	SY	\$11,700.00
42	6" PCC Fillet Section		36	SY	\$150.00	\$5,400.00		SY			36	SY	\$5,400.00
43	Place Topsoil		415	CY	\$7.00	\$2,905.00		CY			415	CY	\$2,905.00
44	Seed, Fertilize, and Hydro Mulch		2,487	SY	\$2.50	\$6,217.50		SY			2,487	SY	\$6,217.50
45	Erosion Control Blanket		507	SY	\$6.00	\$3,042.00		SY			507	SY	\$3,042.00
46	Traffic Control Signage		151.5	SF	\$6.00	\$909.00	45	SF	\$270.00		107	SF	\$639.00
47	Traffic Control Specialty Signs		42	SF	\$22.50	\$945.00		SF			42	SF	\$945.00
48	Type III Barricades		18	EA	\$150.00	\$2,700.00	11	EA	\$1,650.00		7	EA	\$1,050.00
Total for Bid Schedule A:							\$563,325.00	\$84,302.70		\$84,302.70		\$479,022.30	

XL. A.

ALTERNATIVE 1 BID SCHEDULE:									
1	Mobilization - Alternative #1	1	LS	\$22,500.00	\$22,500.00	LS		LS	
2	Remove and Dispose of Concrete Curb and Gutter	108	LF	\$5.00	\$540.00	LF		LF	
3	Remove and Dispose of Asphalt Pavement (By Owner)	25	SY			SY		SY	
4	Remove and Salvage Gravel Approach	1,323	SY	\$2.50	\$3,307.50	SY		SY	\$3,307.50
5	Remove and Dispose of Fire Hydrant	1	EA	\$750.00	\$750.00	EA		EA	\$750.00
6	Furnish and Install 8" PVC Water Main	330	LF	\$48.00	\$15,840.00	LF		LF	\$15,840.00
7	Furnish and Install 6" PVC Water Main	54	LF	\$42.00	\$2,268.00	LF		LF	\$2,268.00
8	Furnish and Install 4" PVC Water Main	30	LF	\$38.00	\$1,140.00	LF		LF	\$1,140.00
9	Furnish and Install 8" MJ Gate Valve with Box	2	EA	\$2,600.00	\$5,200.00	EA		EA	\$5,200.00
10	Furnish and Install 6" MJ Gate Valve with Box	2	EA	\$1,850.00	\$3,700.00	EA		EA	\$3,700.00
11	Furnish and Install 4" MJ Gate Valve with Box	1	EA	\$1,650.00	\$1,650.00	EA		EA	\$1,650.00
12	Furnish and Install 8" x 8" x 6" MJ Tee	3	EA	\$800.00	\$2,400.00	EA		EA	\$2,400.00
13	Furnish and Install 6" x 4" MJ Reducer	2	EA	\$450.00	\$900.00	EA		EA	\$900.00
14	Furnish and Install 4" x 4" MJ 90 Degree Bend	1	EA	\$425.00	\$425.00	EA		EA	\$425.00
15	Furnish and Install Fire Hydrant	1	EA	\$5,000.00	\$5,000.00	EA		EA	\$5,000.00
16	Furnish and Install Tracer Wire Access Box with Ground Rod	1	EA	\$200.00	\$200.00	EA		EA	\$200.00
17	Furnish and Install 8" x 1" Service Saddle with Corp Stop	5	EA	\$500.00	\$2,500.00	EA		EA	\$2,500.00
18	Furnish and Install 1" PE	250	LF	\$22.00	\$5,500.00	LF		LF	\$5,500.00
19	Furnish and Install 1" Curb Stop w/ Box	5	EA	\$500.00	\$2,500.00	EA		EA	\$2,500.00
20	Connect to Existing Water Service	5	EA	\$350.00	\$1,750.00	EA		EA	\$1,750.00
21	Connect to Existing 8" AC Water Main	2	EA	\$1,850.00	\$3,700.00	EA		EA	\$3,700.00
22	Connect to Existing 4" AC Water Main	2	EA	\$1,250.00	\$2,500.00	EA		EA	\$2,500.00
23	Unclassified Excavation	410	CY	\$15.00	\$6,150.00	CY		CY	\$6,150.00
24	Asphalt Surface	240	TN	\$155.00	\$37,200.00	TN		TN	\$37,200.00
25	Gravel Base Course	630	TN	\$20.00	\$12,600.00	TN		TN	\$12,600.00
26	Gravel Surfacing	10	TN	\$20.00	\$200.00	TN		TN	\$200.00
27	Concrete Curb and Gutter	108	LF	\$45.00	\$4,860.00	LF		LF	\$4,860.00
28	Place Topsoil	48	CY	\$7.00	\$336.00	CY		CY	\$336.00
29	Seed, Fertilize, and Hydro Mulch	289	SY	\$2.25	\$650.25	SY		SY	\$650.25
30	Traffic Control Signage	68	SF	\$10.00	\$680.00	SF		SF	\$680.00
Total for Alternate 1 Schedule:				\$146,946.75	\$146,946.75				\$146,946.75
Total Bid Schedule A with Alternate Bid Schedule				\$710,271.75	\$710,271.75				\$710,271.75
Total Bid Schedule A with Alternate Bid Schedule				\$84,302.70	\$84,302.70				\$84,302.70

Funding Cost Breakdown This Period

Local ARPA	\$29,705.86
ARPA Match	\$20,481.41
Local Costs	\$25,685.16
	\$75,872.43

PUBLIC NOTICE

The City of Springfield hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 0.5% for FAA-funded contracts/agreements. The proposed goal pertains to federal fiscal years 2023 through 2025 (10/1/2022 - 9/30/2025). A teleconference will be held on July 26, 2023, at 9:00 A.M. for the purpose of consulting with stakeholders to obtain information relevant to the goal-setting process. Call in instructions: Dial 712-472-8175, then when prompted, enter the designated access code 1470 followed by the # sign.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following:

Scott Kostal
City of Springfield, Mayor
605 8th St
PO Box 446
Springfield, SD 57062
1(605) 369-2310
scott.kostal@springfieldsd.gov

AND

Federal Aviation Administration
Office of Civil Rights
Nancy Cibic
(847) 294-7182

DOT-939A-T
(03/2023)

Agreement Number _____

Assistance Listing Number: 20.106
Federal Award Date: May 1, 2023

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
DIVISION OF FINANCE & MANAGEMENT
OFFICE OF AIR, RAIL, AND TRANSIT
AGREEMENT FOR PROJECT NO. 3-46-0052-012-2023**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and the city of Springfield, South Dakota, referred to in this Agreement as the "SPONSOR."

1. BACKGROUND:

- A. The STATE and the SPONSOR have entered into an agency agreement for the purpose of establishing, constructing, and maintaining an airport on a portion of Section Eleven (11) and Fourteen (14), of Township Ninety Three North (93N), Range Sixty West (60W) of the Fifth (5th) Prime Meridian, Bon Homme County, South Dakota, referred to in this Agreement as the "Airport."
- B. The SPONSOR requested financial assistance from the STATE for the development of the Airport.
- C. The SPONSOR acquired satisfactory title to the property on which the Airport will be located and indicated the SPONSOR'S desire to use the same for an Airport.
- D. The SPONSOR proposes the development of the Airport will consist of the following described items, referred to in this Agreement as the "Project":
 - Reconstruct Runway 15/33 (3,500'x60'), Reconstruct Runway 15 Turnaround Taxiway (450'x35'), Reconstruct Taxiway A (300'x35'), Reconstruct Apron (5,000 S.Y.), and Reconstruct Taxilane (500'x25') - Phase 1: Design**

- E. As may be applicable, the "Conditions" and "Assurances" contained in the Airport Improvement Program (AIP) Grant Agreement for Project No. **3-46-0052-012-2023** are included in and incorporated into this Agreement by reference.

NOW, THEREFORE, in consideration of these facts and the mutual covenants contained in this Agreement, the Parties agree as follows:

2. TERM

The effective date of this Agreement is **May 1, 2023**. This Agreement will end four (4) years from the date of signature by the STATE.

3. PAYMENT

- A. Pursuant to and for the purposes of carrying out the provisions of South Dakota Codified Law (SDCL) § 50-7-15, the STATE will share in the cost of the Project in the amount of **Five percent (5%) of the total eligible Project costs, but in no event will the STATE'S TOTAL SHARE exceed the amount of Thirteen Thousand Fifty Eight Dollars and No Cents (\$13,058.00)**. The STATE will determine eligible costs in the same manner as for the Federal Aviation Administration (FAA) Grant Agreement Project Number 3-46-0052-012-2023. The STATE will pay the STATE'S share of the eligible Project costs from the STATE AERONAUTICS FUND. The STATE will make progress payments to the

SPONSOR up to 90% of the STATE'S total share of eligible Project costs listed in this section. Once the STATE'S share of eligible Project costs has reached 90% of the approved STATE share listed in this section, the STATE will withhold the remaining 10% of eligible Project costs until the FAA has approved the Quality Closeout Report. The STATE will pay the remaining 10% of the STATE'S share of eligible Project costs to the SPONSOR upon notification of the FAA'S approval of the Quality Closeout Report.

- B. Eligible costs for this Agreement will be as indicated in the AIP Grant as determined by the FAA.
- C. The SPONSOR will pay subcontractors or suppliers within fifteen (15) days of receiving payment for work that is submitted for progress payment by the STATE. If the SPONSOR withholds payment beyond this time period, the SPONSOR will submit written justification to the STATE, upon request. If it is determined that a subcontractor or supplier has not received payment due without just cause, the STATE may withhold future estimated payments or may direct the SPONSOR to make such payment to the subcontractor or supplier.

4. TERMINATION

- A. For Convenience. The STATE may, with the concurrence of the SPONSOR, terminate and cancel this Agreement if both parties agree, in writing, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- B. For Cause. The STATE may, by written notice to the SPONSOR, terminate the Project and cancel this Agreement for any of the following reasons:
 - i. The SPONSOR takes any action pertaining to this Agreement without the STATE'S approval when, under the terms of this Agreement, the STATE'S approval is required.
 - ii. The commencement, prosecution, or timely completion of the Project by the SPONSOR is, for any reason, rendered improbable, impossible, or illegal.
 - iii. The SPONSOR is default under any provision of this Agreement.

5. SPONSOR ASSURANCES

- A. The SPONSOR will operate the Airport as such for the use and benefit of the public. The SPONSOR will operate and maintain the Airport as a public use facility for a minimum of twenty (20) years from the date of this Agreement.
- B. The SPONSOR will not exercise, grant, or permit any exclusive right for the use of the Airport. This provision will not be construed to prohibit the granting or exercising of an exclusive right for the furnishing of non-aviation products and supplies or any services of a non-aeronautical nature.
- C. The SPONSOR will suitably operate and maintain the Airport and all facilities on or connected with which are necessary for airport purposes. The SPONSOR will not allow facilities on Airport property which would interfere with the SPONSOR'S use for aeronautical purposes in a safe manner. Essential facilities, including night lighting systems, when installed, will be operated in such a manner as to assure their availability to all users of the Airport.
- D. Insofar as is within the SPONSOR'S powers, the SPONSOR will prevent the use of any land either within or outside the boundaries of the Airport in any manner, including construction, which would create a hazard to the landing, taking-off, or maneuvering of aircraft at the Airport, or otherwise limit the usefulness of the Airport. The SPONSOR will notify the STATE as soon as any information is known which may cause or create such hazards to the Airport.

- E. The SPONSOR will not enter into any transaction which would operate to deprive the SPONSOR of any of the rights and powers necessary to perform any or all of the covenants made in this Agreement, unless by such transaction the obligation to perform all such covenants is assumed by another public agency. If an arrangement is made for management or operation of Airport by an agency or person other than the SPONSOR or an employee of the SPONSOR, the SPONSOR will reserve sufficient powers and authority to ensure that the Airport will be operated and maintained in accordance with these covenants.

6. SPECIAL CONDITIONS

The SPONSOR must submit any proposed change affecting the Project to the STATE, in writing, for the STATE'S approval prior to any change.

7. SUBCONTRACTORS

The SPONSOR will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the STATE, and to provide insurance coverage for the benefit of the STATE in a manner consistent with this Agreement. The SPONSOR will cause its subcontractors, agents, and employees to comply with applicable federal, state, and local laws, regulations, ordinances, guidelines, permits, and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. Failure to comply with federal requirements related to right-of-way, environmental clearances, utilities, contract provisions, and the bid letting process could jeopardize future federal funding.

8. AMENDMENT

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties to this Agreement.

9. INDEMNIFICATION

The SPONSOR will indemnify the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceeding which may arise as a result of the SPONSOR performing services under this Agreement. This section does not require the SPONSOR to be responsible for or defend against claims or damages arising solely from acts or omissions of the STATE, its officer, agents, or employees.

10. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

11. AUDIT

The SPONSOR will maintain an accurate cost accounting system for all costs incurred under this Agreement with costs clearly identified with activities performed under this Agreement. All Project charges will be subject to audit in accordance with the STATE'S current procedures and 2 CFR Part 200.

12. EXAMINATION OF RECORDS

Upon reasonable notice, the SPONSOR will allow the STATE or U.S. Department of Transportation representatives to examine all records of the SPONSOR related to this Agreement during the SPONSOR'S normal business hours. The SPONSOR will keep all such records for a period of three (3) years after the date of final payment by the STATE under this Agreement and all other pending matters are closed.

13. SINGLE AGENCY AUDIT

If the SPONSOR expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds during any SPONSOR fiscal year covered, in whole or in part, under this Agreement, the SPONSOR will be subject to the single agency audit requirements under the U. S. Office of Management and Budget (OMB) regulations, found at 2 CFR Part 200 subpart F. If the SPONSOR expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds during any SPONSOR fiscal year, the STATE may perform a more limited program or performance audit related to the completion of Agreement objectives, the allowability of services or costs and adherence to Agreement provisions.

14. AMERICANS WITH DISABILITIES ACT

The SPONSOR will provide services in compliance with the American with Disabilities Act of 2016, and any amendments.

15. DEBARMENT

The SPONSOR certifies, by signing this Agreement, that neither the SPONSOR nor the SPONSOR'S principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency.

16. CERTIFICATION REGARDING LOBBYING

- A. The SPONSOR certifies, to the best of the SPONSOR'S knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the SPONSOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any of the above mentioned parties, the SPONSOR will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The SPONSOR will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients will certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

17. COMPLIANCE

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the SPONSOR is encouraged to:

- A. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for or on behalf of the federal government, including work relating to a grant or subgrant.
- B. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and,
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

18. NOTICE

Any notice or communication required under this Agreement will be in writing and sent to the following addresses:

South Dakota Department of Transportation
Attn: Program Manager
700 East Broadway Avenue
Pierre, South Dakota 57501

City of Springfield, South Dakota
Attn: Mayor
605 8th Street
Bon Homme, SD 57062

19. SIGNATURE AUTHORITY

The SPONSOR has designated its Mayor as the SPONSOR'S authorized representative and has empowered the Mayor with the authority to sign this Agreement on behalf of the SPONSOR. A copy of the SPONSOR'S Commission minutes or resolution authorizing the execution of this Agreement by the Mayor as the SPONSOR'S authorized representative is attached to this Agreement as **Exhibit A**.

This Agreement has been executed by the STATE and the SPONSOR acting by and through their duly authorized representatives.

City of Springfield, South Dakota

State of South Dakota
Department of Transportation

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: Mayor

Its: _____

Date: _____

Date: _____

XI.C.

Attest:

By: _____

Printed Name: _____
City Auditor/Clerk

(City Seal)

Resolution 2023-02 of Local Commitment

Whereas, the City of Springfield has identified the need to reconstruct segments of Eleventh Street and Ash Street; and

Whereas, the City of Springfield is eligible for Department of Transportation Community Access Program funds; and

Whereas, the City of Springfield does not have adequate funding available to complete the project without assistance;

Therefore Be It Resolved that the City of Springfield will seek assistance through the South Dakota Department of Transportation Community Access Program in accordance with all program requirements;

Be It Further Resolved that the City of Springfield will be responsible for all engineering expenses associated with the project, and a minimum of twenty percent (20%) of all construction costs;

And Be It Further Resolved that the City of Springfield will be responsible for all maintenance and repairs to the route after the construction of the project;

And Be It Further Resolved that the Mayor of the City of Springfield be authorized to execute the Community Access Program application.

Dated this 6th day of July 2023.

Signed: _____
Scott Kostal, Mayor

Attest: _____
Amanda Larson, Municipal Finance Officer